

Floyd Co. Memorial Hospital

UFCW #431 (Patient Care)

7/1/2005

6/30/2008

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FLOYD CO. / UFCW #431
MEM. HOSP.

05-08

COLLECTIVE BARGAINING AGREEMENT

Between

FLOYD COUNTY MEMORIAL HOSPITAL

and

**UNITED FOOD AND COMMERCIAL
WORKERS, DISTRICT LOCAL UNION 431**

July 1, 2005 - June 30, 2008

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PREAMBLE

This Agreement is made and entered into at Charles City, Floyd County, Iowa, this _____ day of _____, 2005, by and between Floyd County Memorial Hospital (hereinafter referred to as "Employer" or "Hospital") and the United Food and Commercial Workers, District Local 431 (hereinafter referred to as the "Union"), and the parties hereto agree that it is the practice of the Employer and the Union to promote harmonious and cooperative relationships between the Employer and its employees.

The Employer and the Union, through good faith negotiations, have reached certain understandings, which are set forth below.

ARTICLE I – RECOGNITION AND DEFINITIONS

1.1 RECOGNITION

The Employer hereby recognizes the Union (chartered by United Food and Commercial Workers International Union, formerly the Retail Clerks International Association, AFL-CIO) as a designated and certified exclusive bargaining representative for the employees of the Employer, as provided by the Order of Certification of the Public Employment Relations Board of the State of Iowa dated December 9, 1975, Case No. 510, as amended in Case No. 3114 on the 26th day of February, 1986, in the following bargaining unit:

INCLUDED: All regular full-time and regular part-time employees of the Floyd County Hospital, including professional employees and clerical employees.

EXCLUDED: Administrator, assistant administrator, administrative assistant, director of nurses, supervisors and relief supervisors of all shifts, supervisors of these departments: laboratory, pharmacy, maintenance, housekeeping, food service, emergency, obstetrics, pediatrics, intensive care and coronary care unit, surgery, home health care, medical and surgical units, radiology, materials management, medical records and business office, security guard, confidential employees, in-service director, coordinator of utilization, and all other persons excluded by Section 4 of the Act.

1.2 DEFINITIONS

1. The term “Administrator” as used in this Agreement shall mean the Chief Executive Officer designated by the Floyd County Memorial Hospital Commission and, in his absence, the Acting Administrator designated by the Employer.

2. The term “Supervisor” as used in this Agreement shall be those persons employed by the Employer, and excluded from said bargaining unit who have the authority to hire, assign, transfer, promote, discharge, discipline, evaluate or process grievances of other employees or have the responsibility to make recommendations thereon.

3. The term “regular full-time employee” or “full-time employee,” as used in this Agreement, shall mean employees in said bargaining unit who are regularly scheduled to work by the Employer for forty hours per week.

4. The term “regular part-time employee” or “part-time employee,” as used in this Agreement, shall mean employees in said bargaining unit who are regularly scheduled to work by the Employer for less than forty hours per week.

5. The term “temporary employee,” as used in this Agreement, shall mean an employee who works on a temporary basis for four (4) months or less.

6. The term "standby" as used in this Agreement, means an employee, who by previous written designation by the Employer, is subject to be called to duty by the Employer at any time in the designated standby period.

ARTICLE 2 – NOTICES

2.1 NOTICE TO EMPLOYER

When notice must be given under any section of this Agreement by the Union to the Employer, the notice shall be directed to Administrator, Floyd County Memorial Hospital, 800 Eleventh Street, Charles City, Iowa 50616. A notice may be personally delivered to the Administrator, at which time the Administrator shall receipt therefore on a photocopy of the item served showing the date of receipt.

Notices may be mailed by certified mail with postage prepaid to the Administrator at the address as shown above. Said certified mail shall request a return receipt.

Notice shall be effective at the time received by the Administrator.

2.2 NOTICE TO UNION

When a notice is required to be served by the Employer on the Union, the notice shall be directed to UFCW, District Local 431, 1401 West Third Street, Davenport, Iowa 52802, or by personal delivery of a copy to the chief union steward at Floyd County Memorial Hospital

If notice is given by hand delivery to the chief union steward, said steward shall sign a written receipt for said notice on a photocopy of the notice and shall show the date of receipt.

Notice may also be given by certified mail, return receipt requested, and directed to the address shown above.

2.3 CHANGE OF ADDRESS

The Employer and the Union each reserve the right at any time during the life of this Agreement to change the name of the person, or the address, where notice shall be served.

ARTICLE 3 – UNION SECURITY AND CHECKOFF

3.1 DUES DEDUCTION

The Employer agrees to deduct union dues, initiation fees, assessments, UFCW Active Ballot Club dues and charges for the Voluntary Death Benefit Program of District Local 431 from the wages of employees who provide the employer with a voluntary written authorization of a form mutually agreeable to Employer and Union. The deductions shall be made by the Employer from the wages of employees for the second pay period of each calendar month and will be transmitted to Union by the tenth day of the following month.

In the event no wages are due the Employee at the time of deduction or wages are insufficient to cover the deduction, the deduction for the month shall be waived. The Employer shall furnish the Union with a list of employees for whom union dues are being transmitted and the amount transmitted for each employee.

The Union agrees to hold the Employer harmless from any liability incurred by the deduction of union dues, initiation fees or assessments from the wages of employees in the bargaining unit.

3.2 ACCESS TO EMPLOYEES

Representatives of the Union may visit the Employer's facilities for the purpose of discussing grievances and other Union matters with employees. Such discussions shall take place at such times and places so that there will be no disturbance to patients or interruption in providing care to patients.

3.3 NEW EMPLOYEES

At the time of remitting union dues each month, the Employer shall advise the Union of the employment of new bargaining unit employees since the last remittance date.

3.4 NOTICE REGARDING STEWARDS

Upon election or appointment of any Union stewards, the Union will notify the Employer of the steward's name and address thus appointed or elected.

3.5 UNION BUSINESS LEAVE

The Employer will grant the necessary and reasonable time off, without loss of seniority and without pay, to any employee elected or appointed to Union positions governed and designated by the Union to attend a labor convention or certified by the Union to serve in any capacity or other official Union business, not exceeding a total of thirty (30) days in any one year, and provided that not more than two employees are on such leave at any one time. Any such leave of absence may be extended by mutual agreement between the Employer and the employee.

ARTICLE 4 – RIGHTS

The Employer shall have, in addition to all powers, duties, and rights established by law, the exclusive power, duty and right to:

1. Direct the work of its public employees.
2. Hire, promote demote, transfer, assign and retain public employees in positions within the agency.

3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

4.2 REASONABLE RULES AND REGULATIONS

The Employer may establish, promulgate and amend from time to time, as well as enforce, reasonable rules and regulations that the Employer considers wise and necessary for the operation of its services. Said rules will not be applied in an arbitrary, capricious or discriminatory manner.

ARTICLE 5 – PROBATION AND SENIORITY

5.1 PROBATION

Newly-hired employees shall be on probation for a period of fifty (50) days actually worked. The Hospital reserves the right to extend the probation period for up to an additional thirty (30) days actually worked. The reasons for the extension shall be given in writing to the employee and the union.

5.2 MAXIMUM PROBATION PERIOD

No probationary period will exceed four (4) months. If less than fifty (50) days have actually been worked at the expiration of four (4) months, the probationary period will be deemed to be complete.

5.3 ABSENCE DURING PROBATION

Each day of absence from scheduled work shall extend the maximum probationary period by one (1) day.

5.4 TERMS

1. A probationary employee shall not accrue seniority during the probationary period.

2. Upon completion of probation, an employee's seniority date shall be the employee's date of hire.

3. The Employer may discharge a probationary employee at any time with or without cause. Such discharge will not constitute a breach of this Agreement and is not grievable.

5.5 SENIORITY – GENERAL PROVISIONS

1. Seniority for Paid Time Off (PTO) and benefit purposes is an employee's length of continuous service since the employee's last date of hire.

2. All seniority lists shall be separated between full-time and part-time employees, with separate seniority for full-time and part-time employees.

5.6 JOB CLASSIFICATION SENIORITY

1. All employees who were employed by the Employer on July 1, 1980, have seniority in the job classification held by the employee on July 1, 1980. That job classification seniority dates back to the employee's last date of hire.

2. Employees accrue job class seniority after July 1, 1980 in the job classification(s) to which the employee is assigned.

3. A transfer from a job classification shall freeze seniority in that job classification.

4. Upon completion of the applicable probationary period in a new job classification, an employee shall accrue seniority in the new job classification from the date of transfer.

5.7 LISTS

A copy of each seniority list will be provided to the Union quarterly. Also, the Employer shall post one copy of each seniority list on the Union bulletin board quarterly. If an employee's placement on the seniority list is not contested within 30 days of delivery of the list to the Union, the employee's placement shall become final and binding on all parties.

5.8 TERM OF SENIORITY

1. An employee's seniority shall terminate in the event of the following:

a. Discharge or voluntary quit.

b. Continued unexcused absence following completion of an approved leave of absence or sick leave.

c. Failure to return to work within five (5) consecutive days after notification of recall from layoff (said notice is to be by certified mail).

2. An employee assuming a permanent supervisory position with the Employer shall not lose accrued seniority, but shall not accrue seniority for layoff purposes while serving as a supervisor.

5.9 LAYOFF – GENERAL

1. In the event of layoff, the layoff shall be conducted by inverse job classification seniority.

2. Recall shall be by inverse order of layoff.

3. All rights to recall terminate on the first anniversary of an employee's last layoff.

5.10 LAYOFF – NURSING SERVICE

1. Layoffs in nursing service shall be conducted pursuant to Section 5.9, as amended by this section.

2. Layoffs shall be conducted by inverse job classification seniority.

3.a. The obligation to lay off in inverse job classification seniority order is subject to the employer's need to maintain personnel who are qualified to perform the jobs assigned.

3.b. An employee who desires to bump another within the same job classification must be qualified and trained to do the work assignment of the bumped employee.

5.11 BUMPING

1.a. An employee who is laid off may bump another employee who has less job classification seniority regardless of whether either employee is part-time or full-time.

1.b. A bumping employee shall assume the full-time/part-time status of the bumped employee.

2. Bumping for choice of shift is not permitted.

3. An employee who bumps into a job class other than that in which the employee is currently working shall serve a probationary period as provided by Sections 5.1 – 5.4 of this Agreement.

5.12 NOTICE

The Union shall be notified of any involuntary reduction in hours or lay-offs. Notice may be given by delivering a written notice to the chief union steward.

5.13 ADVANCE BIDDING

1.a. An employee desiring to change job classifications, or from part-time to full-time employment, from full-time employment to part-time employment, or to change regular work shift, may give written notice thereof to the Employer on forms furnished by the Employer which shall specifically state the change desired.

1.b. When a vacancy occurs, the Employer shall select the replacement for the vacancy from the employees having given written notice in this manner on the basis of qualifications, ability, physical fitness and skill to do the job. When these qualifications are relatively equal, the applicant having the greatest seniority shall fill the vacancy.

1.c. All advance bidding notifications shall automatically expire as of midnight on June 30th of each year. Thereafter, the employees must make new applications for such advance bidding.

2.a. In the event a vacancy is not filled by advance bidding, the Employer shall then give written notice upon an appropriate bulletin board for five (5) days that the job exists and setting forth therein the job classification.

2.b. The Employer shall fill vacancies, first from employees bidding who are in the same job classification, whether a full-time or part-time employee. If the vacancy is not filled in this fashion, the bids of employees in job classifications other than the one in which the vacancy exists shall next be considered.

2.c. Seniority will be recognized for a shift preference. The parties recognize that the Employer must maintain experienced employees, in all three shifts. Such number of experienced employees will be determined in the Employer's discretion.

2.d. The Employer shall fill these vacancies on the basis of the same qualifications as are set forth in the advance bidding procedure above stated.

2.e. The Employer may temporarily fill any vacancy until such time as a permanent replacement is made and the Employer may solicit job applications during the time the job is posted. Temporary filling of a vacancy shall not become permanent until bidding and posting procedures have been followed.

3. An employee who is changing job classification shall serve a probationary period and the Employer shall have the exclusive right to determine the qualifications of the employee in the new job classification. In the event an employee bidding on a new job classification is found not to be qualified, such employee's employment status shall revert to the job

classification the employee had immediately prior to bidding for the new position without loss of seniority in the original job classification.

4. When an employee successfully completes the probationary period in the new job classification, the employee shall not be eligible to bid for another job or change job classification for a period of six months.

5. A temporary vacancy due to a leave or absence or medical leave is not subject to the posting of bidding procedures. The Employer may assign employees to perform such work during said leave of absence.

6. The Employer will provide the Union with a copy of advance bids within five (5) days of receipt thereof and prior to filling any vacancy by advance bids.

The Employer will provide the Union with a copy of each job posting within three (3) days of posting and showing on the copy the date of posting.

ARTICLE 6 - CUTBACK

6.1 DEFINITION

A "cutback" is a reduction in hours worked by employees, but is not a reduction in staff (i.e., layoff).

6.2 SENIORITY

Cutback may be imposed by the Employer without regard to seniority.

6.3 ROTATION

The Employer will make a reasonable effort to rotate cutback hours of employees so that the percentage of hours reduced is roughly equal for all employees within a job class or department (nursing service) that is cut back. Equalization of cutback shall be based upon six-month periods. The equalization periods shall be: ONE: July 1 – December 30; TWO: January 1 – June 30.

6.4 ADJUSTMENT IN VARIANCE IN CUTBACK

In the event a dispute arises as to the reasonableness as to the extent of variance between or among employees in the cutback hours at the end of any equalization period, such variance or failure to have equalized the cutback hours to and among the employees, will not be subject to the grievance procedure. However, at the request of either party, the Union and the Employer will need to discuss the variance and to make a reasonable effort to arrive at a procedure or method to resolve the problem within a mutually agreed upon time period.

6.5 EQUALIZATION

Equalization of cutback hours only applies among employees qualified to do the work. It does not apply as to hours worked or duties performed, to any supervisor, or to any employee not qualified to do the work, and such hours will not be considered in computing a variance in cutback hours.

ARTICLE 7 – LEAVES OF ABSENCE

7.1 DEFINITIONS

1. The term “leave of absence,” as used in this Agreement, means an employee’s absence from work, with the Employer’s approval. The term “leave of absence” does not include paid time off (PTO).

2. The term “extended leave of absence,” as used in this Agreement, means an approved leave of absence for over fourteen (14) days.

3. Any period of absence from work by a probationary employee shall not be counted towards completion of the probationary period.

4. Probationary employees shall not be entitled to the benefit of this Article.

5. Except as specifically provided in this contract, Leaves of Absence are without pay.

7.2 NOTICE

1. Written request for leaves of absence shall be submitted to the Employer as far in advance as possible. Ordinarily two (2) weeks’ notice will be adequate for extended leaves of absence. In the event of sudden emergency, the Employer may waive advance request.

2. An employee expecting to return to work after the expiration of an extended leave of absence must give the Employer seven (7) days’ advance written notice of the date the employee will return to work. An employee expecting to return from any other leave of absence, must give the Employer notice of such intention to return by not later than 1:30 p.m. on the day prior to return. If an employee does not give the required notice of intent to return to work the Employer may direct the employee not to commence work, without pay of any kind to the employee.

7.3 RETURN FROM LEAVE OF ABSENCE

An employee returning from a leave of absence of less than three (3) months will be entitled to return to the shift to which the employee was assigned at the commencement of the leave. When the leave of absence exceeds three (3) months, the employee may return to the same shift if the shift is available at the time of the employee’s return.

7.4 PERSONAL BUSINESS

1. One full day or two (2) half days, consecutive or non-consecutive, shall be granted by the Employer without pay for business, personal or otherwise, which cannot be transacted or conducted other than during the employee's work hours.

2. Request for personal business leave shall be in writing and presented to the supervisor at least two (2) working days prior to the effective time of the absence, except in the case of emergency. In the event of the denial of the request to the employee, the supervisor or the employee may submit the request to the Administrator whose decision shall be final.

3. Personal business leave shall not be requested just prior to, or immediately following, a holiday or PTO day(s) in the absence of an emergency.

7.5 JURY DUTY

1. An employee required to report for jury duty selection will be granted a half day off.

2. An employee required to serve on a jury will be given one day off for each day of jury service.

3. The employee will be paid the difference between their regular straight time hourly rate and the compensation for jury duty provided the employee was scheduled to work on the day of jury service. The employee will furnish to the Employer satisfactory evidence of the days and hours on jury duty and the amount of compensation received for jury duty.

7.6 MILITARY RESERVE AND NATIONAL GUARD DUTY

A leave of absence will be granted by the Administrator, without loss of seniority, for reservists or members of the National Guard for training purposes for a period of time not exceeding thirty (30) days in any calendar year. The difference, if any, between the amounts received between the employee's pay for military services and the regular straight time rate of pay the employee would have received from the Employer for regular scheduled hours of work will be paid to the employee when the employee furnishes the Employer satisfactory evidence of military services and the amount received by the employee for military services.

7.7 MILITARY SERVICE

Leave of absence will be granted by the Administrator for military purposes for a first enlistment, not to exceed four (4) years. Upon completion of the military service, the employee is entitled to reinstatement at the same wage he would have received had he/she not taken such leave, but subject to all of the following conditions: that the employee's position was not abolished; that the employee is physically and mentally capable of performing the duties of the position; that the employee makes written application for reinstatement to the Administrator within ninety (90) days after termination of the military service and the employee submits an

honorably discharged from the military service. An employee so reinstated shall have no loss of seniority.

7.8 BEREAVEMENT LEAVE

1. A leave of absence will be granted in the case of a death within an employee's immediate family. Bereavement leave days will be consecutive, one of which shall be the date of the funeral. An employee off on PTO will cease to be on PTO and will be transferred to bereavement leave in the case of a death within an employee's immediate family.

2. Only those leave days when the employee was scheduled to work will be with pay at the employee's base hourly rate.

The maximum number of days of bereavement leave will be:

<u>Number of days</u>	<u>Decedent's Relationship to Employee</u>
5	Parent, Stepparent, Spouse, Child (including Stepchild, Foster Child and Proposed Adopted Child living in employee's home)
3	Grandchild, Brother or Sister, or Spouse's Brother or Sister; Parent-in-law, Son/Daughter-in-law
1	Grandparent or Spouse's Grandparent Brother or Sister's Spouse

7.9 FAMILY ILLNESS OR INJURY

Situations of family illness or injury shall be governed according to the terms of the Family Medical Leave Act, 29 U.S.C.A. 2601 et seq. With the exception of absences due to short-term disability, injury or illness covered by the Iowa Workers' Compensation Act, employees shall exhaust PTO concurrent with FMLA leave; however, employees may elect to retain up to 80 hours of accrued PTO.

7.10 OTHER LEAVES

The Administrator may, in his discretion, grant other leaves of absence, which are not included or referred to in this Article. No leave of absence shall exceed one (1) year.

7.11 POLITICAL ACTIVITY

A leave of absence may be granted by the administrator to an employee who desires to run for office or to take part in political activities for a period of not to exceed twelve (12) months without loss of seniority and without pay.

7.12 EDUCATIONAL IMPROVEMENT

1. A full-time employee with two or more years of satisfactory continuous service with the Employer, or a part-time employee who works not less than 20 hours per week for not less than 39 weeks per calendar year, may be granted a year's academic leave of absence for the purpose of further professional improvement or education. Such leave of absence will be without pay and without loss of seniority.

2. The number of such leaves at any one time will be at the discretion of the Administrator.

3. An employee who is on educational leave but also works part-time hours shall be compensated as a part-time employee. The employee's seniority shall continue to accrue on the same basis as was in effect prior to the leave of absence.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURES

8.1 GRIEVANCE DEFINED

A grievance is a claim made by an employee that there has been a violation of a specific provision of this Agreement.

8.2 GRIEVANCE PROCEDURE

Step 1: The employee, with or without the Union steward, may take up any grievance with the employee's supervisor within four (4) calendar days of the event aggrieved. If the grievance is not resolved due to an unsatisfactory response or failure to respond, the grievance shall proceed to Step 2.

Step 2: The Union steward, with or without the employee, may take up a grievance with the Administrator within ten (10) days after the occurrence of the event aggrieved. The Administrator shall attempt to adjust the matter and shall respond to the steward within three (3) working days.

Step 3: If the grievance is not settled in Step 2, it may be presented in writing by the Union steward or other Union representative within seven (7) calendar days after the Administrator's oral timely response is made or is past due. The written grievance must be signed by the aggrieved employee and the Union steward or an officer of the Union. A grievance signed by an employee or Union official singly will not be processed and is not properly filed within the meaning of this Article. The Administrator shall respond to a written grievance in writing within fourteen (14) calendar days.

8.3 FORM AND FILING OF GRIEVANCE

1. Grievances shall be filed on a form mutually agreed upon between the Employer and the Union. A grievance must state the name of the employee, the date the alleged grievance

occurred and must set forth sufficient specific facts to alert the Employer to the specific subject of the grievance. All grievances shall be neat and legible. Illegible grievances will be returned unprocessed. At the time the grievance is resolved or has gone through Step 3, two copies will be made available to the Union, one for the Union and the employee involved, and the other shall be retained by the Administrator. The Administrator will cause the grievance to be numbered at the time they are presented at Step 3 and such grievances will be consecutively numbered.

2. All written grievances shall be delivered to the Administrator or his designee and a receipt obtained. Any steward may receipt for a written response to a grievance.

8.4 ARBITRATION

1. If the grievance is not settled at Step 3, either party may, within fifteen (15) calendar days after the timely reply of the Administrator or after the Administrator's answer is due, request arbitration by written notice to the other.

2. The arbitration hearing shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) calendar days after notice has been given. If the parties fail to select an arbitrator, the Public Employment Relations Board shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name, the process will be repeated and the remaining person shall be the arbitrator.

3. No grievance shall be processed to arbitration on behalf of any employee except with the approval of the Union and the employee.

4. The decision of the arbitrator shall be binding on the parties and the arbitrator shall issue his written decision within thirty (30) days after the submission of the grievance to him. The parties may by written agreement, if they so desire, accept the decision of the arbitrator but not be bound as a precedent or otherwise, as to the arbitrator's reasoning, findings of fact, or conclusions of law or fact.

5. The costs of arbitration shall be shared equally by the Union and the Employer. Either party may tape record the arbitration hearing and shall deliver the tape(s) to the hearing officer at the close of the hearing as part of the record. Transcription of the tape recording shall be arranged by and at the expense of the party requesting transcription.

6. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the grievance submitted. The decision shall be signed by the arbitrator and furnished by the arbitrator to the Union and to the Employer.

7. The arbitrator shall be without power or authority to add to, or detract from, or to amend, modify, nullify or ignore the provisions of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issues presented to the arbitrator in the grievance and the arbitrator's decision shall be based solely and only upon the arbitrator's interpretation and

construction of the meaning or the application of the express relevant language of the Agreement.

8. Not more than one grievance may be arbitrated at any one arbitration hearing. An "arbitration hearing" shall be an occasion wherein the arbitrator shall be scheduled on a certain date to meet with the parties for the purpose of hearing one grievance which has been properly processed to the point of arbitration pursuant to the provisions of this Agreement. Such hearing shall be of such duration as is necessary for the proper presentation by the parties of the matters properly before the arbitrator. Not more than one arbitration hearing shall be held during any ten (10) day period, except with the mutual agreement of the parties.

9. The parties will cooperate to schedule arbitration hearing at the time and place mutually agreeable to the parties and the arbitrator, provided, however, no arbitration hearing will be scheduled during the grievant's working hours in those cases where the Employer believes it would interfere with usual Hospital operations. Such determination will be at the Employer's discretion.

8.5 LIMITATIONS ON GRIEVANCE

1. Failure by an employee or the Union representative to comply with any time limitation shall constitute a withdrawal of the grievance.

2. Failure of the Administrator to timely file his response within any time limitation shall constitute a settlement of the grievance in accordance with the requested remedy in such grievance.

3. Nothing herein shall preclude the extension of any time by written or oral agreement of the Union and the Employer.

8.6 PROCESSING GRIEVANCE DURING WORK HOURS

1. The Union steward may investigate and process grievances during working hours, with the approval of the Administrator and without pay. The Union will conduct the investigation and processing so as not to interfere with the operation of the Hospital and the employee's working hours. Grievances and other Union business may be discussed during an employee's rest period and may be discussed on the Employer's premises after the employee's regular working hours. The Union steward and employee involved in the processing of any grievance must punch out on their time cards with prior approval of the Supervisor. When the Union steward or the employee involved in the grievance have completed such work, they will punch in on their time cards. The Union will make every reasonable effort to process grievances other than during the steward's or employee's working time.

2. If a union steward is requested by the employer to assist with an employee personnel or disciplinary matter, the steward's time expended at the employer's request is work time and the union steward is not required to punch out while acting at the employer's request.

ARTICLE 9 – EMPLOYEE EVALUATION PROCEDURE

9.1 CRITERIA

At the time of evaluation, each employee may review all written material used in the evaluation process.

9.2 TIME OF EVALUATION

Employee evaluation will be done for new employees prior to completion of the probationary period, and on the first anniversary date. All other employees will be evaluated on their anniversary date and at such other times as the employee's supervisor deems it necessary.

Employee evaluation will be prepared by the supervisor and discussed by the supervisor or department head with the employee. The employee shall have an opportunity to make written comment on the evaluation form.

9.3 SIGNATURE AND COPY

The employee shall sign the evaluation form acknowledging that the review has been done and the employee will be provided a copy of the evaluation.

ARTICLE 10 – SCHEDULING

10.1 NOTICE

1. A reasonable effort will be made to prepare a four-week schedule and post it in the appropriate departments at least seven (7) days prior to the first day of scheduled work.

2. Changes may be made in the schedule at any time at the Employer's discretion without regard to seniority. This includes the change of an employee to any shift or split shift to maintain properly qualified employees on duty at all times. This change will usually not exceed a four-week period, provided, however, that the Employer will not be limited to the four-week scheduling period if there is no reasonable alternative to cover said shift with another qualified employee.

3. An employee desiring to exchange scheduled work time with another employee may do so with the supervisor's approval.

4. When a change in schedule is made, the Employer will make a reasonable effort to notify employees who will be affected by the schedule change. However, this provision does not relieve employees of the responsibility to read the schedule on days when the employee is working.

10.2 NURSING SERVICE – POSTING

1. The master schedule for nursing service will be kept in the office of the Director of Nursing. Departmental schedules will be posted on the existing bulletin boards in each nursing department.

2. The master schedule, including all changes to it, will be available for inspection or copying by a Union representative during normal business hours.

10.3 POSTING – OTHER DEPARTMENTS

All departments, other than nursing service, will post work schedules on the existing bulletin boards for each department.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

11.1 DISCIPLINARY ACTION

The Employer will not discharge or give a disciplinary layoff to an employee without proper, just, or reasonable cause, except for probationary employees. The Employer shall maintain the right to apply a policy of corrective discipline including, but not limited to, the use of verbal and written warnings, or suspension, or discharge. Copies of written warnings, suspension, or discharge will be furnished to the Union.

11.2 INSTRUCTIONS

Usual, customary and ordinary instructions to employees for the performance of their duties are not deemed rules and regulations and need not be in writing. Written rules and regulations will be made available for the employee's information. A copy of all written rules and regulations that may be adopted by the Employer from time to time will be furnished to the Union.

11.3 PROGRESSIVE DISCIPLINE

Ordinarily, the Employer will utilize progressive discipline, proceeding from verbal warnings, to written warnings, to suspension, or discharge. However, progressive discipline is not appropriate or required for all situations.

11.4 IMMEDIATE SUSPENSION/DISCHARGE

Employees may be immediately suspended or discharged for infractions that threaten hospital operations, patient safety, safety of other employees, or theft, specifically including, but not limited to, the following:

1. Actions which violate an employee's license to work in health care.

2. Intentional acts or acts of incompetence that jeopardize patient health or safety.
3. Theft from the Employer or fellow employees while on the hospital premises.
4. Theft from patients, clients and/or service providers.
5. Intentional dishonesty in securing benefits from the Employer.

11.5 NOTICE PROCEDURE

When an employee other than a probationary employee is discharged or suspended with or without pay, such employee will be given a written notice stating the reason for such action, with a copy furnished to the Union.

ARTICLE 12 – PHYSICAL EXAMINATION

12.1 APPLICANTS

An applicant for employment will be required to have a physical examination prior to being employed at the applicant's expense. However, if the applicant is employed by Floyd County Memorial Hospital, the Employer will pay for such examination. (The Employer may accept the report of a physical examination conducted within 6 months prior to an applicant's employment.)

12.2 EMPLOYEES

1. All employees will be required to have a physical examination every other year which must be completed thirty (30) days prior to or thirty (30) days after the employee's birth date. The Employer may require more frequent physical examinations at any time. An employee will not be scheduled for work until the physical examination report is furnished to the Employer. The employer will pay up to \$75.00 of the cost of the physical examination.

2. Subsection 1 is subject to the following: If a newly-hired employee's birthday falls within six (6) months of the date of the initial physical examination, the employee will not be required to submit to a biennial physical examination until the month of the employee's second birthday anniversary following the first examination.

12.3 EXTENT OF PHYSICAL

The physical examination required by this Article shall consist of those items listed and covered on the Employer's standard physical form. The form shall be obtained from the personnel office and provided to the physician by the employee at the time of physical examination. An employee who obtains examination or testing beyond the scope of the physical examination required by the Employer shall bear all expenses of such additional examination or testing.

12.4 LABORATORY TESTS, X-RAYS AND OTHER MEDICAL TESTS

Laboratory tests, Mantoux (TB skin tests) and a chest x-ray, when required by the Employer, will be furnished by the Employer without cost to the applicant or to the employee, provided the laboratory tests, x-rays and other medical tests are performed by the Employer.

ARTICLE 13 – HEALTH AND WELFARE INSURANCE

13.1 INSURANCE BENEFITS

1. The Employer will make available to eligible employees health insurance in accordance with the provisions of this Article. Said plan will provide, at a minimum, for:

- a. 80/20 co-insurance
- b. \$100 individual/\$200 family deductibles
- c. \$1,000 individual/\$2,000 family out-of-pocket expense
- d. \$1 million maximum lifetime benefit.

The Employer may, at its discretion, modify the health insurance plan on or after July 1, 2006 by increasing the individual deductible amount to \$250 and the family deductible amount to \$500.

2. Expenses for pharmaceuticals shall be covered subject to the deductible and co-insurance provisions of the plan.

3. When a person who is insured by the insurance plan (as set forth in this Article) is hospitalized at Floyd County Memorial Hospital, the Employer will absorb the co-insurance portion of such person's charges at Floyd County Memorial Hospital. This subsection is subject to the following terms and conditions:

- a. This subsection does not apply to the deductible required under the insurance plan. The person or the employee must pay the deductible, if any.
- b. When coverage is also provided by a separate plan the Employer may apply for and recover benefits provided for in such other plan to the extent of the co-insurance portion.
- c. To secure absorption of co-insurance by the Employer, the employee shall provide the Employer with the Explanation of Benefits form showing the co-insurance amounts applied by the insurer within 30 days after the employee receives the Explanation of Benefits.

13.2 SINGLE PLAN ELIGIBILITY PREMIUM PAID BY EMPLOYER

1. Eligible full-time employees may purchase single plan coverage with employees paying 7.5% of the premium and the Employer paying the remainder.

2. Eligible part-time employees who are regularly scheduled to work twenty or more hours a week may purchase the single plan coverage, with the employees paying 30% of the premium and the Employer paying the remainder.

3. A full-time employee voluntarily reducing his or her work hours to less than full-time will begin to pay 30% of the premium cost for coverage following the month of reduction.

An employee voluntarily reducing work hours because of a voluntary or involuntary cutback will not lose the coverage.

4. A newly-hired employee who is eligible for such insurance and first elects to be covered by such insurance will be insured on the first day of the second calendar month following the month in which application is made for coverage. (For example, an employee electing in July to be covered by such insurance will be covered on the first day of September of that year.) It is the employee's obligation to make written application for such coverage.

13.3 FAMILY PLAN

Eligible full-time employees may also purchase family plan health insurance and will be required to pay 7.5% of the premium for such insurance, with the Employer paying the remainder. Eligible part-time employees who are regularly scheduled to work in excess of twenty hours or more per week may purchase family plan health insurance by paying 30% of the premium, with the Employer paying the remainder.

13.4 BOTH PLANS – ELIGIBILITY – PREMIUM PAID BY EMPLOYEE

1. An employee who qualifies may elect to be covered by the single plan or family plan by making written application through the Employer and making satisfactory arrangements with the Employer to have the premiums deducted from the employee's pay, if sufficient, or by personally timely paying the amount of the monthly premium to the Employer. This is subject only to the approval of the applicant by the insurance carrier.

2. The amount of the premium to be paid by the employee on either plan will be as determined from time to time by the insurance carrier.

3. The effective date for Family Plan coverage is the first day of the second month following the month in which application is made for the Family Plan.

13.5 EXTENDED LEAVES OF ABSENCE

1. An employee on an extended leave of absence, which is any leave of absence over fourteen days, must make satisfactory arrangements with the Employer for the payment of the insurance premiums. No premiums will be paid by the Employer for an employee during such extended leave of absence. The employee will remit the payment to the Employer in advance of the premium due date. The continuation of the insurance by the employee paying the premium will be subject to approval by the insurance carrier and all employees understand that the amount of such premiums may be changed from time to time by the insurance carrier.

2. The foregoing provisions of 13.5(1) will not apply to a person on sick leave as provided in Article 14.

13.6 INSURANCE COMPANIES

The Employer shall have the sole and exclusive right at any time to procure insurance providing benefits at least equivalent to the coverages referred to in this Article from any other insurance company.

13.7 SUMMARY

The provisions of this Article constitute a brief summary of the insurance benefits. The provisions of this Article shall not be construed or interpreted to add, reduce, change, or modify any of the terms and conditions of the insurance program entered into between the Hospital and its insurance carrier, except as to the extent of additional coverage as herein provided. The provisions of this Article are for informational purposes only. Any insurance policies, rules or regulations, qualifications or conditions prescribed by the insurance carrier are not subject to the grievance procedure.

13.8 WORKERS' COMPENSATION

Each employee will be covered by workers' compensation insurance with the premium paid by the Employer. Benefits are as provided by the laws of the State of Iowa. No benefits are payable under the health insurance plan or under the salary security insurance when benefits are payable under the workers' compensation law. This provision is for information purposes only. Workers' compensation claims, or any matters relating thereto, are not subject to the grievance procedure. Such claims shall be determined and administered as determined by the State of Iowa.

ARTICLE 14 – SICK LEAVE, DISABILITY INSURANCE AND LIFE INSURANCE

14.1 SICK LEAVE

1. An employee suffering medical disability will be granted sick leave so long as the employee is medically disabled. Sick leave will be without loss of seniority. Except as may be provided herein, medical leave is without pay.

2. No sick leave will exceed one year. An employee who returns to work and suffers further medical disability requiring sick leave within fifteen (15) days of returning to work shall be deemed to have a continuing sick leave.

14.2 INSURANCE

The employee shall secure, for the benefit of full-time employees, a disability insurance policy which provides sick leave benefits for up to one year which meet the following minimum requirements:

1. Disability insurance coverage begins on the fourth consecutive day of approved medical disability. A medically-disabled employee may use PTO for scheduled work days prior to the fourth day of medical disability.

2. The employee receives 60% of his or her base wage.

3. A break in disability or illness which is less than 15 days in duration shall constitute a continuing disability or illness if the second period of disability or illness is the result of the same disease or injury as the first.

14.3 DOCUMENTATION OF MEDICAL DISABILITY

To be eligible for PTO and/or disability pay, an employee shall call the Employer's designated health coordinator on the first day of illness. The health coordinator will decide whether the medical condition warrants taking time off work. The employee may be required to see a physician.

14.4 INSURANCE PREMIUMS – LEAVE OF ABSENCE

An employee on extended leave of absence will be solely responsible for payment of any insurance premiums for the health insurance program which is in effect during the leave of absence. Continuing coverage is subject to the consent of the insurance carrier. The Employer will continue to pay the employer share of the health insurance premium for an employee who is on sick leave for three consecutive months after the month the sick leave commences. (For example, an employee granted sick leave in July, would have the premium paid for August, September and October of that year.)

14.5 LIFE INSURANCE

1. An employee eligible for and covered by disability insurance is eligible for and covered by term life insurance.

2. Term life insurance for qualified full-time employees between the ages of 18 and 70 years will be provided at the Employer's expense. The insurance benefit will be determined by multiplying the employee's base hourly rate times 2080.

14.6 PAYMENT FOR HEALTH INSURANCE WHILE ON SICK LEAVE

When an employee's sick leave exceeds three (3) months, the employee shall be responsible for health insurance premiums for the remaining duration of the sick leave.

14.7 WORKERS' COMPENSATION

Absence from work due to injury or illness covered by the Iowa Workers' Compensation Act is not sick leave, and shall be considered a leave of absence governed by Article 7 of this contract. Workers' compensation benefits are governed by Iowa Workers' Compensation Law.

ARTICLE 15 – RESIGNATION

15.1 RESIGNATION

An employee voluntarily terminating employment will give at least two weeks' written notice of resignation stating therein the date the resignation will be effective. This should be considered as a minimum notice period of time and each employee should endeavor to give as much advance notice as is reasonably possible to provide the Employer with an opportunity to obtain a replacement. The Employer, may at its discretion, waive such two weeks' notice. Failure to give such notice, unless waived, will cause the employee to forfeit all PTO benefits that may have accrued.

15.2 PAY IN LIEU OF WORK

Upon receipt of such notice of resignation, such employee will have the right to continue to work until the effective date of such resignation. However, the Employer may terminate the employee effective at any time after receipt of the notice of resignation and direct the employee to cease work at any time upon paying to the employee such wages that the employee would have been entitled to receive at the employee's regularly hourly rate except for the employee's termination of further work at the discretion of the Employer.

ARTICLE 16 – HOLIDAYS

16.1 HOLIDAYS

1. The term "holiday," as used in this Agreement, means only these holidays: Memorial Day, Independence day (July 4), Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

2. An employee working on a holiday will be paid at one and one-half times the employee's regular hourly rate of pay for hours worked on the holiday.

16.2 HOLIDAY WORK DAY EXCHANGE

An employee scheduled to work a holiday may exchange scheduled work-time with another employee with the approval of the employee's supervisor.

16.3 ROTATION OF HOLIDAYS

1. The Employer will make every reasonable effort to rotate all holidays on a fair and equitable basis.

2. The Employer will make every reasonable effort to rotate the Thanksgiving and Christmas holidays in a single calendar year so that no employee is required to work both holidays. The Employer will make every reasonable effort to rotate the Thanksgiving and Christmas holidays so that no employee is required to work the same holiday two years in a row.

3. Rotation of holidays as set out in paragraphs (1) and (2) above shall not be required in the event an employee desires to work the holidays and no other employee in that department desires to work a particular holiday.

16.4 OVERTIME

Only hours actually worked on a holiday are counted for hours that work week for purposes of calculating overtime pay.

ARTICLE 17 – PAID TIME OFF

Explanatory note: Paid Time off, abbreviated PTO, is intended to replace vacation, holiday pay, employer paid sick days and all other time off for which the Employer has previously compensated employees. Exceptions to the PTO plan are contained in Article 7. The paid time off provisions are expected to provide both Employer and employees with greater flexibility in utilization of available benefits.

17.1 DEFINITIONS

1. Paid Time Off ("PTO") is time for which an employee is compensated by the Employer, but is not hours worked. PTO includes time taken off from work for vacations, holidays, sick leave and personal business.

2. Compensation for PTO shall be paid at the employee's base hourly wage rate which is in effect when the PTO is utilized.

3. Years of Service are the number of full years the employee has been continuously employed by Floyd County Memorial Hospital. A year of service is calculated from the employee's last date of hire.

17.2 ACCRUAL AND UTILIZATION

1. Accrual of PTO is based upon an 80-hour pay period.
2. PTO hours will begin to accrue from the employee's first day of work. However, the employee will not be permitted to use PTO time until after completing the probationary period. However, should a holiday fall after the employee's 30th day of employment, the employee may use up to 8 hours of accrued PTO to make an 80-hour pay period.
3. Employees on voluntary leave of absence in excess of 14 days will not accrue PTO during the leave period.
4. An employee who is on sick leave will accrue PTO during the first three (3) months of the sick leave.
5. PTO will not accrue on any hours classified as overtime. Overtime is compensated by payment of time and a half wages.

17.3 PART-TIME EMPLOYEES' PTO ACCRUAL

PTO will accrue for part-time employees on a pro-rata basis.

17.4 RATE OF ACCRUAL

PTO for full-time and part-time employees will accrue as follows:

Completed Years of Service	PTO Hours Earned Per Pay Period (Full-time Employees)	PTO Hours Earned Per Hour Worked (Part- time Employees)
0	5.23	.06538
1	5.23	.06538
2	6.77	.08463
3	7.08	.08850
4	7.38	.09225
5	7.69	.09613
6	8.00	.10000
7	8.31	.10388
8	8.62	.10775
9	8.92	.11150
10-11	9.23	.11538
12-14	9.54	.11925
15 ⁺	9.85	.12313

17.5 MAXIMUM ACCRUAL

An employee shall not accrue PTO hours so long as the employee currently has the maximum number of PTO hours available but unused. Maximum accrued hours are:

Full time employees	300 hours
Part time employees	175 hours

Maximum hours of PTO held will be waived for the first year of this Agreement.

17.6 UTILIZATION OF PTO

1. PTO may be utilized for hours the employee is ill, off for holidays, vacations, cut back, or any other time the employee is off work for personal reasons.

2. PTO may not be utilized for hours where the employee is receiving workers' compensation benefits or disability insurance payments under the Employer's disability insurance policy (sick pay).

3. Accrued PTO which is unused will be paid to the employee at retirement, termination of employment, or the employee's death if the employee has been continuously employed by the Employer for more than six months. (Note: subject to the provisions of Article 15).

4. Except in the case of emergency, PTO shall not be used in lieu of working scheduled hours without advance approval by Employer.

5. PTO hours are not counted as hours worked for the purpose of determining eligibility for overtime pay rates.

6. PTO may be used in one-hour increments.

17.7 HOLIDAYS

1. Employees who do not work a holiday are expected but not required to take the holiday as PTO. Employees will be automatically paid PTO hours for the holiday unless prior to the holiday the employee submits written request the holiday be unpaid.

2. Employees who do not have sufficient hours in their account will not be paid PTO for a holiday.

17.8 ILLNESS/INJURY

1. An employee reporting ill or injured will be charged and paid PTO for scheduled work missed. PTO will terminate when the Employer's disability insurance commences paying a full-time employee for time off due to medical disability.

2. Time taken off for illness or injury which is covered by workers' compensation is not paid as PTO.

17.9 SCHEDULING

1. PTO is to be scheduled with an employee's department head.
2. An employee planning to take no more than two consecutive days of PTO shall make written request for PTO at least 5 days in advance.
3. An employee planning to take over 2 consecutive days of PTO shall make written request for PTO at least 30 days in advance.
4. The granting and scheduling of PTO will take into account the reason/need for PTO, the Employer's staffing needs and availability of replacement workers.
5. PTO for vacation purposes in excess of five days will have priority over shorter periods of PTO.

ARTICLE 18 – HOURS, PAY PERIODS, OVERTIME, REST AND LUNCH PERIODS

18.1 WORK DAY

A work day is a 24-hour period of time commencing at 12:01 a.m. on any day. The usual but not required work day for a full-time employee will be eight (8) hours. The Employer will determine the work day for each employee.

18.2 WORK WEEK AND PAY WEEK

1. The pay week and work week for employees will be:
 - a. For third-shift employees – from 11:00 p.m. Saturday to 10:59 p.m. Saturday.
 - b. For all other employees – from 12:01 a.m. Sunday to midnight Saturday.
2. The basic straight time pay period for full-time employees will usually but is not required to consist of eighty hours per pay period to be worked in eight-hour days. The basic or usual pay period for part-time employees will consist of less than eighty hours per pay period.

The Employer, from time to time as deemed or considered necessary for Hospital operations, will determine the work week for each employee. The starting and quitting times for each employee will be determined by the Employer.

4. Pay checks will be issued by the Employer by Friday of the week following the end of a pay period.

18.3 REST AND MEAL PERIODS

1. All employees will have a 30-minute duty-free lunch period at times to be scheduled by the Employer. The lunch period will not be included in the work day.

2. Included in the work day is a 15-minute rest period for the first four hours worked and a similar 15-minute rest period for the second four hours worked. The timing of rest periods will be determined by the Employer. In the event of an emergency, the rest period may be suspended as determined by the Employer for the time of such emergency only.

3.a. An employee scheduled to work less than four hours in any shift will not be entitled to a rest or meal period.

3.b. An employee scheduled only to work the one-half shift day will not receive a lunch period.

18.4 SHIFTS

1. The usual but not required shifts will consist of three shifts. The usual hours for the shifts will be:

First shift	7:00 a.m. to 3:30 p.m.
Second shift	3:00 p.m. to 11:30 p.m.
Third shift	11:00 p.m. to 7:30 a.m.

Nothing included herein will preclude the Employer from establishing different shifts. The Employer may establish hours of work for other departments. A premium will be paid for work on the second shift of \$1.00 per hour above the employee's straight time hourly rate, and a premium for the third shift of \$1.25 per hour above the employee's straight time hourly rate. Shift premiums will not be considered part of the employee's straight time hourly rate and will be excluded in determining an employee's overtime rate of pay.

2. If an employee works one-half of the employee's time on the second shift and the other one-half of such time on the third shift, the shift premium will be paid for one-half at the second shift premium and the other one-half at the third shift premium. If an employee works more than one-half of such time on a shift, such employee will be paid the shift premium for that shift.

18.5 OVERTIME

1. Overtime is work actually performed by an employee in excess of eight (8) hours per day or eighty (80) hours per pay period. Overtime will be paid at one and one-half times the employee's regular straight time hourly rate. Overtime pay will be based only on the employee's hourly rate.

2. Overtime shall not be pyramided. (For example: If an employee has worked 80 hours for the pay period and is also working beyond 8 hours for the day, overtime pay is still time and one-half.)

3. When an employee works in two or more different job classifications or types of work in the same pay period, the employee will be paid for authorized overtime at the overtime rate for the hourly rate of pay for the classification or type of work performed during the overtime hours.

18.6 STANDBY – CALL-IN PAY

1. The term “standby,” as used in this Agreement, is defined at paragraph 1.2(6).
2. Employees designated by respective department heads or Administration to be on call for a particular time period will be eligible for standby/call in pay.
3. An employee on standby on a holiday, as defined in this Agreement, will receive:
 - a. Eight hours pay at the employee’s regular hourly rate for being on standby plus \$10.00 per shift of standby time.
 - b. Pay for the total time worked at the Hospital when called back to work: “call pay” shall be paid at one and one-half times the employee’s base rate of pay for time actually worked. Call pay will not be pyramided with other premium pay. The employee will be paid for at least one hour, even if working less time.
4. Only hours actually worked, not hours on standby, will be counted for the purpose of overtime. Overtime will only be paid based upon the hourly rate of pay. An employee called back to work will be credited for at least one hour for hours worked that work week.
5. An employee is not on call or standby during the employee’s scheduled work hours.
6. An employee on standby other than on a holiday will receive:
 - a. Weekdays (Mon – Fri) \$8.00 per shift of standby time.
 - b. Weekends (Sat – Sun) \$10.00 per shift of standby time.
 - c. In addition, the employee shall be paid for time actually worked, if called into work, at one and one-half times the employee’s base hourly rate. The employee will be paid for at least one hour, even if working less time.

18.7 REPORTING TIME

1. A full-time employee timely reporting to work at employee's scheduled time who is asked by the Employer to cease work prior to having worked for four hours shall be paid for a minimum of four hours at such employee's regular hourly rate of pay. Hours not worked will not be counted for the purpose of overtime.

2. A part-time employee who is regularly scheduled to work not less than twenty hours per week timely reporting to work at such employee's scheduled time who is asked by the Employer to cease work prior to having worked for two hours shall be paid for a minimum of two hours at such employee's regular hourly rate of pay. Hours not worked will not be counted for the purpose of overtime pay.

3. An employee who is not on standby and who is called upon to work otherwise unscheduled hours with less than 24 hours' notice will be guaranteed two hours' work and pay.

18.8 MANDATED AND NON-MANDATED PROGRAMS AND MEETINGS

1. Mandated meetings: The Employer will pay for all programs and meetings which the employer requires an employee to attend. The Employer will reimburse the employee tuition or registration fee (provided the employee attends the meeting), and will purchase or provide necessary books and materials.

Actual time in attendance at mandated meetings and travel time from the Hospital to the meeting place shall be compensable work hours. Meal periods are not compensable hours.

2. Voluntary and non-mandated meetings: The Employer is not required to pay anything toward an employee's voluntary attendance at a job-related meeting or program. However, upon prior written approval, the Employer may pay tuition, travel, accommodations and other expenses incurred by an employee. Time spent at a voluntary meeting and travel time are not compensable.

3. The following rules apply to all meetings:

- a. Reimbursement of expenses is subject to review for actual expenditure, reasonableness, and provision of receipts.
- b. The employee is responsible for preparing and submitting a reimbursement claim.
- c. Reimbursement claims shall be submitted within 10 days after completion of the meeting or program.
- d. Books and materials paid for by the Employer are the Employer's property.

- e. Mileage expense shall be based upon the most direct route from the Hospital to the meeting site. Only one person per four attendees will be reimbursed for mileage to a particular meeting, unless contrary authorization is given by the employer prior to the meeting.
- f. A "job-related program" is training directly related to the employee's job which is designated to make the employee better qualified or more efficient in job performance. The Employer determines whether a meeting is or is not job-related.
- g. Continuing education required for licensure is not mandatory unless the Employer specifically requires the employee to attend.

18.9 ACTING SUPERVISORS

1. Nursing service: A registered nurse working as a relief supervisor will be paid \$1.75 per hour over the wage the nurse would normally receive.
2. All other departments: The Administrator may, by written designation, direct an employee to serve as Acting Supervisor in the absence of a supervisor. The employee so designated will be paid \$1.00 per hour over the wage the employee would normally receive.

18.10 ALTERNATIVE STAFFING

To enable the Hospital to meet staffing needs, the Hospital may implement voluntary alternative staffing packages that may provide for alternative work schedules, pay rates and benefits. Such alternative staffing packages shall be described in detail in written summaries. Such summaries shall set forth the hours, pay rates and benefits, if any, for each such alternative staffing package. The Union shall be given advance notice and an opportunity for input before an alternative schedule is posted.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

19.1 NONDISCRIMINATION

It is agreed that the Employer and the Union will continue to maintain a policy of nondiscrimination on the basis of race, color, religion, age, sex, participation or nonparticipation in the Union or Union activities, or national origin.

19.2 SEVERABILITY

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law, and the remaining articles, sections and clauses shall remain in full force and effect. The Employer and the Union agree to meet within a reasonable length of

time at a mutually-agreeable time and place for the purposes of negotiations to replace such void or illegal provisions of this Agreement.

19.3 PRINTING AGREEMENT

The Employer will cause this Agreement to be printed within sixty (60) days after its execution. The Employer and the Union will each pay one-half (1/2) of the printing costs. The Employer will provide copies of this Agreement to the Union, sufficient for all current employees. The Employer will provide a copy of the Agreement to each newly-hired employee.

19.4 NO STRIKE – NO LOCKOUT

1. It shall be a violation of this contract for any employee or the Union, directly or indirectly, to induce, instigate, encourage, authorize, ratify, or participate in a strike against the Employer.

2. It shall be a violation of this contract for the Employer to lock out its employees.

3. In the event of any violation or any violations of this section by the Union, its members, or representatives, or by any employee:

- a. Any violating employee shall be subject to immediate discipline or discharge.
- b. The Union shall, upon written notice from the Employer, make a reasonable effort to end any violation of this section.
- c. This section of this Agreement is in addition to any other rights and remedies provided by law.

19.5 FINALITY OF AGREEMENT

The Employer and the Union each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any mandatory subject of bargaining not specifically referred to or covered in this Agreement.

19.6 NO INDIVIDUAL CONTRACTS

There will be no individual written contracts between the Employer and any bargaining unit employee. Individual contracts may be entered into concerning expenses of education paid by the Employer which may qualify an employee with additional skills and qualifications.

ARTICLE 20 – WAGES

20.1 WAGE SCHEDULE AND REOPENING

1. Wage Schedule A hereto attached shall become effective with the commencement of the pay period which falls closest to July 1, 2005.
2. Wage Schedule B attached hereto shall become effective with the commencement of the pay period which falls closest to July 1, 2006.
3. Wage Schedule C attached hereto shall become effective with the commencement of the pay period which falls closest to July 1, 2007.

20.2 NEW EMPLOYEES

The Employer may, at its discretion, employ a new employee at any step on the Salary Schedule. Such employee would progress to succeeding steps as provided in the Salary Schedule. The Employer may, at its discretion, advance such employee to succeeding steps at less intervals of time than indicated in the Salary Schedule.

20.3 The Employer will not modify wage rates during the term of this Agreement without first notifying the Union and providing an opportunity to bargain.

ARTICLE 21 – DURATION – SIGNATURE CLAUSE

21.1 DURATION

1. This Agreement shall become effective July 1, 2005 and shall continue in effect through June 30, 2008.
2. Should the Hospital require additional certification as a condition of employment, the parties will negotiate pay rates for the certification.
3. All re-opening notices must be given on or before August 14 of the year negotiation is to occur.

21.2 SIGNATURE CLAUSE

**UNITED FOOD AND COMMERCIAL
WORKERS, DISTRICT LOCAL 431**

By Thomas J. Mount
Its Business Representative

**FLOYD COUNTY MEMORIAL
HOSPITAL COMMISSION**

By Randy G. Anderson, Chairman

WAGE SCHEDULE A – FOR JUNE 26, 2005

	Job Class	Steps FT PT	A START START	B 3 mo. 520 hrs	C 6 mo. 1040 hrs	D 12 mo. 2080 hrs	E 18 mo. 3120 hrs	F 30 mo. 5200 hrs	G 60 mos. 10,400 hrs	Longevity 10 yrs. 10 yrs. Additional	Longevity 20 yrs. 20 yrs. Additional
1	Material Assistant, Dietary Assistant, Maid		\$ 7.94	\$ 8.39	\$ 8.85	\$ 9.72	\$ 10.63	\$ 10.73	\$ 10.84	\$.22	\$.11
2	Clerk I		8.30	8.79	9.20	10.11	11.06	11.16	11.26	.23	.11
3	Cook		8.41	8.79	9.30	9.86	10.32	11.22	11.33	.23	.11
4	Janitor, Pharmacy Assistant, Admissions Clerk, Ward Clerk, Surgical Assistant, Nursing Assistant		8.79	9.11	9.67	10.25	10.73	11.64	11.74	.23	.12
5	Clerk II		8.98	9.36	9.95	10.57	11.06	11.99	12.10	.24	.12
6	Insurance Clerk		9.26	9.64	10.23	10.86	11.34	12.27	12.38	.25	.12
7	Medical Secretary		9.67	10.06	10.72	11.35	11.88	12.93	13.03	.26	.13
8	Licensed Practice Nurse, Medical Assistant, Maintenance Assistant		10.87	11.33	12.02	12.69	13.28	14.35	14.46	.29	.14
9	LPN with ACLS or Neonatal Certification or IV Therapy		12.45	12.96	13.59	14.28	14.84	15.96	16.07	.32	.16
10	Assistant Engineer		12.45	12.96	13.79	14.60	15.28	16.40	16.50	.33	.17
11	Lab Tech, MLT		14.47	15.00	15.93	16.79	17.49	18.77	18.95	.38	.19
11A	Radiology Tech I		15.54	16.02	16.93	17.73	18.41	19.64	19.80	.40	.20
12	Computer Tech		14.11	14.67	15.60	16.42	17.16	18.44	18.56	.37	.19
12A	Radiology Tech II		15.98	16.53	17.42	18.19	18.91	20.12	20.24	.40	.20
13	Radiology Tech III		16.37	16.91	17.80	18.71	19.81	20.49	20.86	.42	.21
14	Ultrasound Tech		17.32	17.87	18.75	19.72	20.76	21.44	21.82	.44	.22
15	Registered Nurse (ADN/ Diploma)		17.63	18.17	19.20	20.07	20.80	22.12	22.32	.45	.22
16	Registered Nurse (ADN/Diploma) with ACLS or Neonatal Cert.		18.13	18.74	19.70	20.58	21.31	22.67	22.83	.46	.23
17	Registered Nurse (BSN)		18.06	18.61	19.60	20.49	21.24	22.54	22.73	.45	.23
17A	Med Tech (ASCP)		16.69	17.24	18.24	19.13	19.87	21.17	21.37	.43	.21
18	Registered Nurse (BSN) with ACLS or Neonatal Certification		18.56	19.16	20.09	20.99	21.74	23.09	23.22	.46	.23

WAGE SCHEDULE B – FOR JUNE 25, 2006

	Job Class	Steps FT PT	A START START	B 3 mo. 520 hrs	C 6 mo. 1040 hrs	D 12 mo. 2080 hrs	E 18 mo. 3120 hrs	F 30 mo. 5200 hrs	G 60 mos. 10,400 hrs	Longevity 10 yrs. 10 yrs. Additional	Longevity 20 yrs. 20 yrs. Additional
1	Material Assistant, Dietary Assistant, Maid		\$ 8.26	\$ 8.73	\$ 9.20	\$ 10.11	\$11.06	\$ 11.16	\$ 11.27	\$.23	\$.11
2	Clerk I		8.63	9.14	9.57	10.51	11.50	11.61	11.71	.23	.12
3	Cook		8.75	9.14	9.67	10.25	10.73	11.67	11.78	.24	.12
4	Janitor, Pharmacy Assistant, Admissions Clerk, Ward Clerk, Surgical Assistant, Nursing Assistant		9.14	9.47	10.06	10.66	11.16	12.11	12.21	.24	.12
5	Clerk II		9.34	9.73	10.35	10.99	11.50	12.47	12.58	.25	.13
6	Insurance Clerk		9.63	10.03	10.64	11.29	11.79	12.76	12.88	.26	.13
7	Medical Secretary		10.06	10.46	11.15	11.80	12.36	13.45	13.55	.27	.14
8	Licensed Practice Nurse, Medical Assistant, Maintenance Assistant		11.30	11.78	12.50	13.20	13.81	14.92	15.04	.30	.15
9	LPN with ACLS or Neonatal Certification or IV Therapy		12.95	13.48	14.13	14.85	15.43	16.60	16.71	.33	.17
10	Assistant Engineer		12.95	13.48	14.34	15.18	15.89	17.06	17.16	.34	.17
11	Lab Tech, MLT		15.05	15.60	16.57	17.46	18.19	19.52	19.71	.39	.20
11A	Radiology Tech I		16.16	16.66	17.61	18.44	19.15	20.43	20.59	.41	.21
12	Computer Tech		14.67	15.26	16.22	17.08	17.85	19.18	19.30	.39	.19
12A	Radiology Tech II		16.62	17.19	18.12	18.92	19.67	20.92	21.05	.42	.21
13	Radiology Tech III		17.02	17.59	18.51	19.46	20.60	21.31	21.69	.43	.22
14	Ultrasound Tech		18.01	18.58	19.50	20.51	21.59	22.30	22.69	.45	.23
15	Registered Nurse (ADN/ Diploma)		18.34	18.90	19.97	20.87	21.63	23.00	23.21	.46	.23
16	Registered Nurse (ADN/Diploma) with ACLS or Neonatal Cert.		18.86	19.49	20.49	21.40	22.16	23.58	23.74	.47	.24
17	Registered Nurse (BSN)		18.78	19.35	20.38	21.31	22.09	23.44	23.64	.47	.24
17A	Med Tech (ASCP)		17.36	17.93	18.97	19.90	20.66	22.02	22.22	.44	.22
18	Registered Nurse (BSN) with ACLS or Neonatal Certification		19.30	19.93	20.89	21.83	22.61	24.01	24.15	.48	.24

WAGE SCHEDULE C - FOR JUNE 24, 2007

	Job Class	Steps FT PT	A START	B 3 mo. 520 hrs	C 6 mo. 1040 hrs	D 12 mo. 2080 hrs	E 18 mo. 3120 hrs	F 30 mo. 5200 hrs	G 60 mos. 10,400 hrs	Longevity 10 yrs. 10 yrs. Additional	Longevity 10 yrs. 10 yrs. Additional
1	Material Assistant, Dietary Assistant, Maid		\$ 8.59	\$ 9.08	\$ 9.57	\$ 10.51	\$ 11.50	\$ 11.61	\$ 11.72	\$.23	\$.12
2	Clerk I		8.98	9.51	9.95	10.93	11.96	12.07	12.18	.24	.12
3	Cook		9.10	9.51	10.06	10.66	11.16	12.14	12.25	.25	.12
4	Janitor, Pharmacy Assistant, Admissions Clerk, Ward Clerk, Surgical Assistant, Nursing Assistant		9.51	9.85	10.46	11.09	11.61	12.59	12.70	.25	.13
5	Clerk II		9.71	10.12	10.76	11.43	11.96	12.97	13.08	.26	.13
6	Insurance Clerk		10.02	10.43	11.07	11.74	12.26	13.27	13.40	.27	.13
7	Medical Secretary		10.46	10.88	11.60	12.27	12.85	13.99	14.09	.28	.14
8	Licensed Practice Nurse, Medical Assistant, Maintenance Assistant		11.75	12.25	13.00	13.73	14.36	15.52	15.64	.31	.16
9	LPN with ACLS or Neonatal Certification		13.47	14.02	14.70	15.44	16.05	17.26	17.38	.35	.17
10	Assistant Engineer		13.47	14.02	14.91	15.79	16.53	17.74	17.85	.36	.18
11	Lab Tech, MLT		15.65	16.22	17.23	18.16	18.92	20.30	20.50	.41	.21
11A	Radiology Tech I		16.81	17.33	18.31	19.18	19.92	21.25	21.41	.43	.21
12	Computer Tech		15.26	15.87	16.87	17.76	18.56	19.95	20.07	.40	.20
12A	Radiology Tech II		17.28	17.88	18.84	19.68	20.46	21.76	21.89	.44	.22
13	Radiology Tech III		17.70	18.29	19.25	20.24	21.42	22.16	22.56	.45	.23
14	Ultrasound Tech		18.73	19.32	20.28	21.33	22.45	23.19	23.60	.47	.24
15	Registered Nurse (ADN/ Diploma)		19.07	19.66	20.77	21.70	22.50	23.92	24.14	.48	.24
16	Registered Nurse (ADN/Diploma) with ACLS or Neonatal Cert.		19.61	20.27	21.31	22.26	23.05	24.52	24.69	.49	.25
17	Registered Nurse (BSN)		19.53	20.12	21.20	22.16	22.97	24.38	24.59	.49	.25
17A	Med Tech (ASCP)		18.05	18.65	19.73	20.70	21.49	22.90	23.11	.46	.23
18	Registered Nurse (BSN) with ACLS or Neonatal Certification		20.07	20.73	21.73	22.70	23.51	24.97	25.12	.50	.25